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Attorneys for Defendants
CITY OF RICHMOND and RHA HOUSING
CORPORATION

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MONIQUE WILLIAMS,

Plaintiff,

v.

NATIONAL RAILROAD PASSENGER
CORPORATION dba AMTRAK; UNION
PACIFIC RAILROAD COMPANY, a
corporation; CITY OF RICHMOND, a
California Government Entity; COUNTY
OF CONTRA COSTA, a California
Government Entity; and DOES 1-50,

Defendants.

Case No. 4:19-cv-00576-YGR

**STIPULATION AND ORDER DETERMINING
GOOD FAITH SETTLEMENT**

IT IS HEREBY STIPULATED by and between plaintiff, MONIQUE WILLIAMS, and
defendants, CITY OF RICHMOND and RHA HOUSING CORPORATION, as follows:

1. Defendants the CITY OF RICHMOND and RHA HOUSING CORPORATION
have collectively reached a settlement with plaintiff MONIQUE WILLIAMS, for the total sum
of \$40,000, in return for a dismissal with prejudice. Rather than incurring burdening the Court
with a formal motion for the determination of the good faith settlement, the parties conferred,
including disclosing the terms of the settlement with counsel for the other defendants, to permit
them to evaluate the settlement. The parties have all agreed to stipulate that the settlement is

1 reasonable and made in good faith pursuant to California Code of Civil Procedure §877, *et seq.*

2 2. California Code of Civil Procedure §877, *et seq.*, rather than federal common law,
 3 governs the determination of whether the above settlement is made in good faith. Where, as
 4 here, “a district court sits in diversity, or hears state law claims based on supplemental
 5 jurisdiction, the court applies substantive law to the state law claims.” *Mason & Dixon*
 6 *Intermodal, Inc. v. Lapmaster Int’l*, 632 F.3d 1056, 1060 (9th Cir. 2011); *Galam v. Carmel* (In re
 7 Larry’s Apt., L.L.C.), 249 F.3d 832, 837 (9th Cir. 2001) (“It is well established that [u]nder the
 8 Erie doctrine, federal courts sitting in diversity apply state substantive law” (internal quotations
 9 and citations omitted). “California Code of Civil Procedure §877 constitutes state substantive
 10 law.” *Mason, supra*, 632 F.3d at 1060 (holding the district court correctly applied California
 11 Code of Civil Procedure §877 as state substantive law to resolve motion to dismiss pursuant to
 12 good faith settlement); *Fed. Savings & Loan Ins. Corp. v. Butler*, 904 F.2d 505, 511 (9th Cir.
 13 1990) (holding that California Code of Civil Procedure §877 constitutes substantive law); See
 14 also *Yanez v. United States*, 989 F.2d 323, 327-28 (9th Cir. 1993).

15 3. Pursuant to California Code of Civil Procedure §§877 and 877.6, all further
 16 claims against defendants, CITY OF RICHMOND and/or RHA HOUSING CORPORATION,
 17 for equitable comparative contribution, or partial or comparative indemnity, shall be barred.

18
 19 Dated: December 10, 2020

LAW OFFICES OF LEONARD S. BECKER

20
 21 By: /s/ Leonard S. Becker
 22 LEONARD S. BECKER
 Attorneys for Plaintiff
 MONIQUE WILLIAMS

23
 24 Dated: December 10, 2020

KNOX RICKSEN

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 26 By: /s/ Jane L. Trigero
 27 STEVEN R. ANTHONY
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 MONIQUE WILLIAMS

1 Dated: December 10, 2020

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CORPORATION

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14 CORPORATION dba AMTRAK and UNION
PACIFIC RAILROAD COMPANY

15 Dated: December 10, 2020

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MOSKOWITZ, LLP

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17 By: /s/ Oscar A. Pardo
18 OSCAR A. PARDO
19 Attorneys for Defendants
20 RHA RAD HOUSING PARTNERS LP, JSCO
21 FRIENDSHIP TRIANGLE LLC and THE
22 JOHN STEWART COMPANY
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ORDER

GOOD CAUSE HAVING BEEN SHOWN AND THE PARTIES HAVING STIPULATED TO THE SAME, the Court finds that the above-stated STIPULATION is sanctioned by the Court and shall be and now is the Order of the Court. The settlement between plaintiff, MONIQUE WILLIAMS, and defendants, the CITY OF RICHMOND and RHA HOUSING CORPORATION, is hereby deemed to be a good faith settlement within the meaning and effect of California Code of Civil Procedure §§877 and 877.6. Any further claims of any other joint tortfeasors or co-obligors relating to the subject matter of this lawsuit against defendants, the CITY OF RICHMOND and RHA HOUSING CORPORATION, for equitable comparative contribution, or partial or comparative indemnity, based on comparative negligence or comparative fault are hereby barred and dismissed with prejudice pursuant to Code of Civil Procedure §877.6, subdivision (c).

DATED: 12/16/2020


YVONNE GONZALEZ ROGERS
UNITED STATES DISTRICT JUDGE